

FILED: NEW YORK COUNTY CLERK 09/15/2021 04:26 PM

INDEX NO. 655493/2021

NYSCEF DOC. NO. 12

RECEIVED NYSCEF: 09/15/2021

**ASSIGNMENT OF BUILDING LOAN MORTGAGE, ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

Effective as of the 24th day of June, 2019, **MARATHON REAL ESTATE DEBT FUND, LP, a Delaware limited partnership**, having an address at c/o Marathon Asset Management L.P., One Bryant Park, 38th Floor, New York, NY 10036 ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby assigns, sells, transfers and delivers to **MARATHON CRE 2018-FL1 REIT, LLC, a Delaware limited liability company**, having an address at One Bryant Park, 38th Floor, New York, NY 10036, ("Assignee"), its successors, participants and assigns, without recourse, all right, title and interest of Assignor, in and to those certain:

BUILDING LOAN MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING made by 257-263 W 34TH STREET LLC, a New York limited liability company to MARATHON REAL ESTATE DEBT FUND, LP, a Delaware limited partnership dated as of June 17, 2019 and recorded June 28, 2019 as CRFN 2019000204167 in the Recorder's Office of the City Register of the City of New York of Manhattan/New York County, New York ("Recorder's Office"), (as the same may have been amended, modified, restated, supplemented, renewed or extended), securing payment of note(s) of even date therewith, in the principal amount of \$6,908,500.00, and creating a lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this
19th day of June, 2019.

ASSIGNOR:

MARATHON REAL ESTATE DEBT FUND,
 LP, a Delaware limited partnership

By: 
 Name: Craig Thaler
 Title: Authorized Signatory

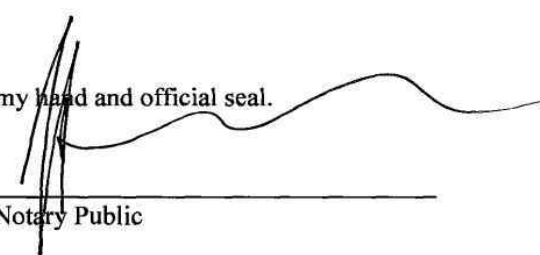
ACKNOWLEDGEMENT

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On this 19th day of June, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared Craig Thaler as Authorized Signatory of MARATHON REAL ESTATE DEBT FUND, LP, a Delaware limited partnership, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: 
 Notary Public



My Commission Expires:
 My Commission Expires
 July 24, 2021

Reference No.: 1006.036A
 Matter Name: 263 W 34th Street (Building Loan)
 CLO: MARATHON 2018-FL1

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EXHIBIT A
LEGAL DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of West 34th Street 103 feet 4 inches easterly from the northeasterly corner of 8th Avenue and West 34th Street;

RUNNING THENCE northerly and parallel with 8th Avenue 78 feet 9 inches;

THENCE westerly and parallel with West 34th Street 3 feet 4 inches;

THENCE again northerly and parallel with 8th Avenue 20 feet 0 inches;

THENCE easterly and parallel with West 34th Street 83 feet 2 inches;

THENCE southerly and parallel with 8th Avenue partly 98 feet 9 inches to the northerly side of West 34th Street;

THENCE westerly along the said northerly side of West 34th Street 79 feet 10 inches to the point or place of **BEGINNING**.

FOR INFORMATIONAL PURPOSES ONLY: 257-261 West 34th Street, New York, NY a/k/a Block 784 Lot 8 on the NEW YORK County Tax Map.

For conveyancing only:

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.

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EXHIBIT L

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**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2019082101147004001ED722

RECORDING AND ENDORSEMENT COVER PAGE**PAGE 1 OF 5****Document ID: 2019082101147004**

Document Date: 06-24-2019

Preparation Date: 08-21-2019

Document Type: ASSIGNMENT, MORTGAGE

Document Page Count: 4

PRESENTER:

MCCOY & ORTA, P.C.
100 N. BROADWAY, SUITE 2600
OKLAHOMA CITY, OK 73102
SUPPORT@SIMPLIFILE.COM

RETURN TO:

MCCOY & ORTA, P.C.
100 NORTH BROADWAY, 26TH FLOOR
OKLAHOMA CITY, OK 73102
SUPPORT@SIMPLIFILE.COM

Borough	Block	Lot	Unit	Address
MANHATTAN	784	8	Entire Lot	261 WEST 34TH STREET
Property Type: OFFICE BUILDING				

CROSS REFERENCE DATA**CRFN:** 2019000204167**PARTIES****ASSIGNOR/OLD LENDER:**

MARATHON CRE 2018-FL1 REIT, LLC
ONE BRYANT PARK, 38TH FLOOR
NEW YORK, NY 10036

ASSIGNEE/NEW LENDER:

MARATHON CRE 2018-FL1 ISSUER, LTD.
C/O MAPLESFS LIMITED, P.O. BOX 1093,
QUEENSGATE HO, USE
GRAND CAYMAN 11102
CAYMAN ISLANDS

FEES AND TAXES**Mortgage :**

Mortgage Amount:	\$	0.00
Taxable Mortgage Amount:	\$	0.00
Exemption:		
TAXES: County (Basic):	\$	0.00
City (Additional):	\$	0.00
Spec (Additional):	\$	0.00
TASF:	\$	0.00
MTA:	\$	0.00
NYCTA:	\$	0.00
Additional MRT:	\$	0.00
TOTAL:	\$	0.00
Recording Fee:	\$	57.00
Affidavit Fee:	\$	0.00

Filing Fee:

	\$	0.00
NYC Real Property Transfer Tax:		
	\$	0.00
NYS Real Estate Transfer Tax:		
	\$	0.00

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**


Recorded/Filed 08-26-2019 09:08
City Register File No.(CRFN):
2019000271563

Annette McHill

City Register Official Signature

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**ASSIGNMENT OF BUILDING LOAN MORTGAGE, ASSIGNMENT OF LEASES AND
RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

MARATHON CRE 2018-FL1 REIT, LLC, a Delaware limited liability company
(Assignor)

to

MARATHON CRE 2018-FL1 ISSUER, LTD., an exempted company incorporated in the
Cayman Islands with limited liability
(Assignee)

Effective as of June 24, 2019

Property Address: 257-263 West 34th Street, New York
Block 784; Lot 8
County of Manhattan/New York
State of New York

DOCUMENT PREPARED BY AND WHEN RECORDED, RETURN TO:

McCoy & Orta, P.C.
100 North Broadway, 26th Floor
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007

This assignment is not subject to the requirements of Section 275 of the Real Property Law of
the State of New York because it is an assignment within the secondary mortgage market.

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Effective as of the 24th day of June, 2019, **MARATHON CRE 2018-FL1 REIT, LLC**, a Delaware limited liability company, having an address at One Bryant Park, 38th Floor, New York, NY 10036 ("Assignor"), as the holder of the instrument hereinafter described and for valuable consideration hereby assigns, sells, transfers and delivers to **MARATHON CRE 2018-FL1 ISSUER, LTD.**, an exempted company incorporated in the Cayman Islands with limited liability, having an address at c/o MaplesFS Limited, P.O. Box 1093, Queensgate House, Grand Cayman, KY1-1102 Cayman Islands, ("Assignee"), its successors, participants and assigns, without recourse, all right, title and interest of Assignor, in and to those certain:

BUILDING LOAN MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING made by 257-263 W 34TH STREET LLC, a New York limited liability company to MARATHON REAL ESTATE DEBT FUND, LP, a Delaware limited partnership dated as of June 17, 2019 and recorded June 28, 2019 as CRFN 2019000204167 in the Recorder's Office of the City Register of the City of New York of Manhattan/New York County, New York ("Recorder's Office"), (as the same may have been amended, modified, restated, supplemented, renewed or extended), securing payment of note(s) of even date therewith, in the principal amount of \$6,908,500.00, and creating a lien on the property described in Exhibit A attached hereto and by this reference made a part hereof.

The Mortgage was assigned to MARATHON CRE 2018-FL1 REIT, LLC, a Delaware limited liability company, by assignment instrument(s) dated as of June 24, 2019 and recorded simultaneously herewith in the Recorder's Office.

Together with any and all other liens, privileges, security interests, rights, entitlements, equities, claims and demands as to which Assignor hereunder possesses or to which Assignor is otherwise entitled as additional security for the payment of the notes and other obligations described herein.

This instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE(S) ON THE FOLLOWING PAGE]

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19th day of June, 2019.

ASSIGNOR:

MARATHON CRE 2018-FL1 REIT, LLC, a
 Delaware limited liability company

By: 
 Name: Craig Thaler
 Title: Manager

ACKNOWLEDGEMENT

STATE OF NEW YORK)

)

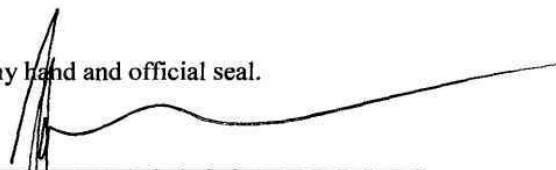
COUNTY OF NEW YORK)

)

On this 19th day of June, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared Craig Thaler as Manager of MARATHON CRE 2018-FL1 REIT, LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

Signature: 

Notary Public

My Commission Expires:

My Commission Expires
 July 24, 2021

Reference No.: 1006.036A
 Matter Name: 263 W 34th Street (Building Loan)
 CLO: MARATHON 2018-FL1

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For conveyancing only:

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.

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EXHIBIT M

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Cole Schotz P.C.

Leo V. Leyva
Member
Admitted in NY and NJ

Reply to New Jersey Office
Writer's Direct Line: 646.563.8930
Writer's Direct Fax: 646.563.7930
Writer's E-Mail: lleyva@coleschotz.com

Court Plaza North
25 Main Street
P.O. Box 800
Hackensack, NJ 07602-0800
201-489-3000 201-489-1536 fax

—
New York

—
Delaware

—
Maryland

—
Texas

—
Florida

June 24, 2021

Via E-Mail and Federal Express

257-263 W 34th Street LLC

c/o Churchill Real Estate

7 Mercer Street, 2nd Floor

New York, NY 10013

Attn: Sorabh Maheshwari and

Justin Ehrlich

Re: **Notice of Default, Acceleration and Reservation of Rights**

Dear Messrs. Maheshwari and Ehrlich:

This Firm is counsel to Marathon CRE CLO 2018-FL1 Issuer, Ltd. (the “**Lender**”), as successor in interest to Marathon Real Estate Debt Fund, L.P. (the “**Former Lender**”). Reference is made to that certain senior loan in the maximum principal amount of \$40,096,500.00 (the “**Senior Loan**”), that certain project loan in the maximum principal amount of \$4,995,000.00 (the “**Project Loan**”), and that certain building loan in the maximum principal amount of \$6,908,500.00 (the “**Building Loan**,” together with the Senior Loan and Project Loan, are the “**Loans**”), made by Former Lender to 257-263 W 34th Street LLC (“**Borrower**”). The Loans are memorialized by that certain Senior Loan Consolidation, Modification and Extension Promissory Note (the “**Senior Note**”) dated June 17, 2019, executed by Borrower in favor of Lender; the Senior Loan Agreement (the “**Senior Loan Agreement**”) dated June 17, 2019, executed by Borrower in favor of Lender; the Senior Loan Mortgage, Assignment of Rents, and Security Agreement (the “**Senior Mortgage**”) dated June 17, 2019, executed by Borrower in favor of Lender; the Project Loan Promissory Note (the “**Project Note**”) dated June 17, 2019, executed by Borrower in favor of Lender; the Project Loan Agreement (the “**Project Loan Agreement**”) dated June 17, 2019, executed by Borrower in favor of Lender; the Project Loan Mortgage, Assignment of Rents, and Security Agreement (the “**Project Loan Mortgage**”) dated June 17, 2019, executed by Borrower in favor of Lender; the Building Loan Promissory Note (the “**Building Note**”) dated June 17, 2019, executed by Borrower in favor of Lender; the Building Loan Agreement (the “**Building Loan Agreement**”) dated June 17, 2019, executed by Borrower in favor of Lender; the Building Loan Mortgage, Assignment of Rents, and Security Agreement (the “**Building Loan Mortgage**”) dated June 17, 2019, executed by Borrower in favor of Lender; and that certain Guaranty of Recourse Obligations (the “**Guaranty**”) dated June 17, 2019, executed and delivered by Justin Ehrlich, Chaim Lebowitz and Issac Laufer (collectively, the “**Guarantors**”). The promissory notes, loan agreements, mortgages, guaranties, and all other instruments and documents evidencing, referencing, and securing the Loans are collectively referred to herein as

www.coleschotz.com

Cole Schotz P.C.

June 24, 2021

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the “**Loan Documents**”. Unless otherwise defined herein, capitalized terms shall have the same meaning ascribed to said terms in the Senior Loan Agreement, Project Loan Agreement and Building Loan Agreement (collectively, the “**Loan Agreements**”).

Several Events of Default exist and are continuing under the Loan Documents. Specifically, and without limitation, Borrower has failed to pay to Lender the monthly interest payments due on May 11, 2021, and June 11, 2021, pursuant to Section 3.7(a) of the Senior Loan Agreement, Project Loan Agreement and Building Loan Agreement. Borrower’s failure to pay to the Lender the monthly interest payments due on the three (3) Loans constitutes an Event of Default pursuant to Section 10.1(a) of the Loan Agreements. In addition, Borrower has failed to pay the January 2021 real estate taxes, which constitutes an Event of Default pursuant to Sections 5.2(e) and 10.1(b) of the Loan Agreements.

As a result of Borrower’s defaults under the Loan Documents, Lender hereby exercises its right to declare the outstanding principal balance of the Loans, together with all accrued and unpaid interest thereon and all other sums due under the Loan Documents, to be immediately due and payable in full, and demand is hereby made for payment in full of the Loans. Lender hereby elects to immediately accelerate the entire outstanding amount due and owing to it under the Loan Documents such that all sums due and owing under the Loan Documents are now immediately due and payable to Lender in full. Please contact the undersigned or Lender if you request an updated pay-off statement.

If Borrower fails to immediately pay to Lender the outstanding indebtedness due pursuant to the Loan Documents, Lender will proceed with enforcement of its rights and remedies under the Loan Documents including, without limitation, the commencement of a foreclosure action and other related proceedings against the Borrower and Guarantors. Lender’s acceptance of any payments due under the Loan Documents including, without limitation, outstanding principal, accrued interest, default interest, late fees, attorneys’ fees or other reimbursable expenses, should not be construed as, nor constitute, a waiver by Lender of any Event of Default, other breaches or any of Lender’s rights, claims and remedies, all of which are expressly reserved.

This Notice should not be construed as an admission that: (i) any written notices are otherwise due under the Loan Documents; or (ii) other defaults or Events of Default do not exist under the Loan Documents. All rights and remedies available to Lender are cumulative and may be exercised separately, successively or concurrently at the sole discretion of Lender.

Lender reserves all rights and remedies available under the Loan Documents and applicable law. Please be guided accordingly.

Very truly yours,

/s/ Leo V. Leyva

Leo V. Leyva

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LVL:dmb

cc: Ilan A. Lerman, Esq. (Via FEDEX and Email, Jeffery Zwick & Associates, PC, 266
Broadway, Suite 403, Brooklyn, NY 11211)